

00- R -1572

(Do Not Write Above This Line)

A RESOLUTION

BY: PUBLIC SAFETY & LEGAL ADMINISTRATION COMMITTEE

A RESOLUTION AUTHORIZING THE CITY OF ATLANTA TO ENTER INTO A LICENSE AGREEMENT WITH METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY (MARTA) FOR THE STORAGE OF VENDOR PUSH CARTS AT THE FIVE POINTS MARTA STATION RELATED TO PHASE I OF THE COMPREHENSIVE VENDING PLAN; AND FOR OTHER PURPOSES.

ADOPTED BY

OCT 0 2 2000

COUNCIL

- ☐ CONSENT REFER
☐ REGULAR REPORT REFER
☐ ADVERTISE & REFER
☐ 1st ADOPT 2nd READ & REFER
☐ PERSONAL PAPER REFER

Date Referred

Referred To:

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee _____
Date _____
Chair _____
Referred to _____

Committee <i>P.S. & L.A.</i>	Committee
Date <i>9/26/00</i>	Date
Chair <i>C. V. ...</i>	Chair
Action: Fav, Adv, Hold (see rev. side)	Action: Fav, Adv, Hold (see rev. side)
Other:	Other:
Members <i>M. ...</i>	Members
Refer To	Refer To

Committee	Committee
Date	Date
Chair	Chair
Action: Fav, Adv, Hold (see rev. side)	Action: Fav, Adv, Hold (see rev. side)
Other:	Other:
Members	Members
Refer To	Refer To

FINAL COUNCIL ACTION

☐ 2nd ☐ 1st & 2nd ☐ 3rd
Readings
☒ Consent ☐ V Vote ☐ RC Vote

CERTIFIED

CERTIFIED
OCT 2 2000

Dem. M. ...

CERTIFIED
OCT 0 2 2000

Frank ...
MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED
OCT 10 2000

[Signature]

CITY COUNCIL
ATLANTA, GEORGIA

A RESOLUTION

BY PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE 00-1572

A RESOLUTION AUTHORIZING THE CITY OF ATLANTA TO ENTER INTO A LICENSE AGREEMENT WITH METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY (MARTA) FOR THE STORAGE OF VENDOR PUSHCARTS AT THE FIVE POINTS MARTA STATION RELATED TO PHASE I OF THE COMPREHENSIVE VENDING PLAN, AND FOR OTHER PURPOSES

WHEREAS, the City is developing a comprehensive street vending program which will enhance the overall appearance and environment along public streets, pedestrian ways and other public properties; and

WHEREAS, the Department of Planning, Development, and Neighborhood Conservation has implemented Phase I of the Comprehensive Vending Plan by establishing a pilot program utilizing vending carts for Five Points MARTA Station vendors; and

WHEREAS, the City of Atlanta has determined that the implementation of a uniform cart program would improve the appearance of the vending stations throughout the City and would further promote economic opportunities and viability among vendors; and

WHEREAS, the City has made available a number of City owned push carts for the purpose of implementing the Pilot Program; and

WHEREAS, the designation of push cart storage facilities is the responsibility of the City and is required by the City to store vending carts when not in use; and

WHEREAS, in cooperation with the City's efforts, MARTA has made space available on the plaza of the Five Points MARTA Station for the storage of vending carts for the Pilot Program

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, AS FOLLOWS:

Section 1: That the City of Atlanta may enter into a license agreement with MARTA under the attached terms and conditions to effectuate the purposes of this resolution.

Section 2: That the Mayor or his designee is authorized to sign a license agreement which is in form attached to this resolution.

Section 3: That no further action of the Council is required for the termination of this license agreement as set forth in Section II and that such termination shall be at the discretion of the Mayor or his designee.

A true copy,

Shanda Daughin Johnson
Municipal Clerk, CMC

ADOPTED by the Council
APPROVED by the Mayor

OCT 02, 2000
OCT 10, 2000



REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (hereinafter referred to a "License") is made and entered into as of this ____ day of September, 2000, by and between METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY, a Georgia public body corporate ("MARTA") and CITY OF ATLANTA, a municipal corporation ("LICENSEE").

WITNESSETH:

WHEREAS, MARTA, is the owner of certain real property (the "Property") more particularly described in Exhibit "A" attached hereto and made a part hereof;

WHEREAS, MARTA wishes to grant Licensee a revocable license to use the Property for the purpose described herein and on the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by MARTA and Licensee, MARTA and Licensee do hereby agree as follows:


Section 1. Subject to the terms and conditions hereinafter set forth, including, without limitation Section 4 hereof, MARTA does hereby grant unto and in favor of Licensee a non-exclusive revocable license to use the Property solely for the purpose of storage of pushcart/vending carts as defined in City Ordinance Article XXIII. Division I, Section 30-1401 and assigned to locations in the Five Points MARTA Station area.

Section 2. The term of this License shall commence on the ____ day of September, 2000, and end on the ____ day of September, 2001, at midnight, unless earlier terminated pursuant to Section 6, Section 9, Section 10 or Section 11 hereof. Any renewal of this License must be evidenced in writing and must be duly executed and delivered by MARTA.

Section 3. Licensee may use the Property for the purposes specified during the full term of this License.

Section 4. MARTA hereby reserves the right to access upon, across and through the Property for the maintenance, inspection, repair and replacement of any and all facilities of MARTA located within, above, below or adjacent to the Property.

Section 5. Licensee is expressly prohibited from using the Property for any commercial purpose whatsoever. Licensee may use the Property, but such use is strictly limited to necessary activities in connection with the purposes specified in Section 1 above. Licensee accepts the Property in the condition present as of the date of this Agreement and shall not make any alterations to the Property during the term of this License.



Section 6. Licensee shall not further license, transfer, convey or assign any or all of Licensee's rights under this License. Any attempt to further license, transfer, convey or assign such rights shall be void, and shall be grounds for immediate termination by MARTA of this License.

Section 7. All time limits stated herein are of the essence of this License.

Section 8. From and after the date of this License, Licensee agrees to clean and maintain the Property, in good and sanitary order, condition and repair, including, without limitation, maintaining Property free and clear of all litter, debris, and spilled fluids. MARTA shall notify Licensee when the Property has not been adequately cleaned or maintained or when further cleaning and/or maintenance are necessary, as determined in the sole and absolute discretion of MARTA.

Section 9. Notwithstanding the term of this License as set forth in Section 2 above, MARTA reserves the right to terminate this License, with or without cause, said termination becoming effective immediately upon the date of such notice.

Section 10. MARTA further reserves the right to immediately terminate this License, in the event of damage to or interference with any MARTA facilities located within, above or adjacent to the Property by any person or entity whomsoever or whatsoever.


Section 11. Licensee shall have the right at any time during the term hereof, to terminate this License, said termination becoming effective on the date set forth in such notice.

Section 12. At the expiration of the term of this License, or at the earlier termination hereof pursuant to Section 6, Section 9, Section 10 or Section 11 hereof, Licensee shall surrender the Property to MARTA in a condition at least equivalent to the condition existing on the date licensed. If Licensee does not clean and/or properly restore said premises as herein provided, MARTA may clean and/or restore such premises and Licensee shall reimburse MARTA for any and all costs and expenses incurred by MARTA for said purpose within ten days following receipt of MARTA's statement therefrom.

Section 13. This License contains the entire agreement between MARTA and Licensee and no representations, inducements, promises or agreements, oral or otherwise, between MARTA and Licensee with respect to the subject matter hereof not set forth herein shall be of any force or effect. This License may be amended or modified only by an instrument of equal formality signed by both parties.

Section 14. MARTA expressly disclaims, and does not hereby make, any warranty of title to the Property and any and all warranties as to the condition of the Property and as to the fitness of the Property for any particular purpose.

Section 15. Both MARTA and Licensee expressly agree that no interest in real property whatsoever is hereby conveyed by this License, and that use of the property by Licensee shall not be construed to be an interest in real property of any kind whatsoever.



Section 16. Licensee shall and does hereby agree to indemnify and hold harmless MARTA and MARTA'S officers, directors, officials, employees, attorneys, agents, servants, successors, assigns, transferees and representatives from any and all, and all manner of, action and actions, cause and causes of action, suits, losses, costs, expenses, judgments, claims, liabilities, injuries and expenses whatsoever, in law and in equity, which may arise in connection with (a) any rights or obligations under this License by Licensee, and/or (c) any activities whatsoever undertaken by Licensee or any other party or parties whomsoever or whatsoever occurring on the Property, irrespective of whether said activities were in connection with the use of the Property.

Section 17. All activities conducted pursuant to this License shall be in accordance with the Licensee's "Comprehensive Vending Plan" as set forth in that certain City Ordinance implementing Phase One of the Comprehensive Vending Plan as adopted in Council on May 17, 1999 and approved per City Charter Section 2-403 on May 26, 1999.

IN WITNESS WHEREOF, MARTA, acting by and through its duty authorized officers, has caused this License to be executed, and Licensee, acting by and through its duty authorized officers, has caused this License to be executed as of the date first above written.

METROPOLITAN ATLANTA RAPID
TRANSIT AUTHORITY

By: _____
Jack Stephens
Interim General Manager/CEO

CITY OF ATLANTA

By: _____
Name: _____
Title: _____

Attest:

Name: _____
Title: _____

EXHIBIT A

The "Property" is defined as follows:

Plaza Level Five Points Station, Western Side, Fence-In Area.

RCS# 2255
10/02/00
1:44 PM

Atlanta City Council

Regular Session

CONSENT

Pages 1-17

RECONSIDER

YEAS: 13
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 1
EXCUSED: 0
ABSENT 2

SEE ATTACHED LISTING OF
ITEMS ADOPTED/ADVERSED
ON CONSENT AGENDA

Y McCarty	B Dorsey	Y Moore	Y Thomas	ITEM (S) REMOVED FROM CONSENT AGENDA 00-O-1390 00-O-1567 00-R-1480 00-R-1571 00-R-1574
Y Starnes	Y Woolard	B Martin	Y Emmons	
Y Bond	Y Morris	Y Maddox	Y Alexander	
Y Winslow	Y Muller	Y Boazman	NV Pitts	

CONSENT

COUNCIL PRESIDENT PROTEM DEBI STARNES PRESIDED.

RCS# 2286
10/02/00
4:58 PM

Atlanta City Council

Regular Session

CONSENT

Pages 1-17

RECONSIDERATION

YEAS: 13
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 1
EXCUSED: 0
ABSENT 2

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Y Bond	Y Morris	Y Maddox	Y Alexander
Y Winslow	Y Muller	Y Boazman	NV Pitts

ITEM (S) REMOVED FROM
CONSENT AGENDA

00-O-1390
00-O-1567
00-R-1480
00-R-1571
00-R-1574

CONSENT

		10/02/00 Council Meeting
ITEMS ADOPTED ON CONSENT AGENDA	ITEMS ADOPTED ON CONSENT AGENDA	ITEMS ADVERSED ON CONSENT AGENDA
1. 00-O-1393 2. 00-O-0758 3. 00-O-1341 4. 00-O-1453 5. 00-O-1326 6. 00-O-1327 7. 00-O-1328 8. 00-O-1329 9. 00-O-1301 10. 00-O-0263 11. 00-O-0979 12. 00-O-1311 13. 00-O-1418 14. 00-O-1566 15. 00-O-1417 16. 00-O-1114 17. 00-O-1561 18. 00-R-1486 19. 00-R-1490 20. 00-R-1524 21. 00-R-1525 22. 00-R-1572 23. 00-R-1483 24. 00-R-1484 25. 00-R-1552 26. 00-R-1310 27. 00-R-1466 28. 00-R-1467 29. 00-R-1469 30. 00-R-1563 31. 00-R-1549 32. 00-R-0977 33. 00-R-1297 34. 00-R-1495 35. 00-R-1461 36. 00-R-1464	37. 00-R-1470 38. 00-R-1471 39. 00-R-1472 40. 00-R-1476 41. 00-R-1477 42. 00-R-1481 43. 00-R-1497 44. 00-R-1498 45. 00-R-1499 46. 00-R-1500 47. 00-R-1501 48. 00-R-1502 49. 00-R-1503	50. 00-R-1504 51. 00-R-1505 52. 00-R-1506 53. 00-R-1507 54. 00-R-1508 55. 00-R-1509 56. 00-R-1510 57. 00-R-1511 58. 00-R-1512 59. 00-R-1513 60. 00-R-1514 61. 00-R-1515 62. 00-R-1516 63. 00-R-1517 64. 00-R-1518 65. 00-R-1519 66. 00-R-1520 67. 00-R-1521 68. 00-R-1522 69. 00-R-1523